UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE MEADOWBROOK INSURANCE GROUP, INC. SHAREHOLDER LITIGATION	Lead Case No. 5:15-cv-10057-JCO-MJH (Consolidated with No. 5:15-cv-10497-JCO-RSW)
This Document Relates To: ALL ACTIONS.	CLASS ACTION

ORDER AND FINAL JUDGMENT

A hearing having been held before this Court on April 7, 2016, to determine whether the terms and conditions of the Stipulation of Settlement dated October 5, 2015 (the "Stipulation"), and the terms and conditions of the settlement proposed in the Stipulation (the "Settlement") are fair, reasonable, and adequate for the settlement of all claims asserted in the above-captioned shareholder class action ("Action"); and whether the Settlement should be approved by this Court and the Order and Final Judgment (the "Judgment") should be entered herein; and the Court having considered all matters submitted to it at the hearing and otherwise;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED this 7th day of April, 2016, AS FOLLOWS,

1. This Order and Final Judgment incorporates and makes part hereof the Stipulation filed with this Court on October 22, 2015, including the exhibits

thereto. Unless otherwise defined in this Judgment, the capitalized terms in the Judgment have the same meaning as they have in the Stipulation.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class.

3. The dissemination of the Notice pursuant to and in the manner prescribed in the Order on Preliminary Approval of Class Action Settlement and Class Certification entered on October 30, 2015 (the "Preliminary Approval Order"), according to the proof of such dissemination of the Notice to the Class filed with the Court by counsel for Meadowbrook Insurance Group, Inc. ("Meadowbrook") on March 31, 2016, is hereby determined to be appropriate and reasonable notice under the circumstances, satisfying Rule 23 of the Federal Rules of Civil Procedure ("Rule 23"), due process, and applicable law.

4. The Court finds that the Class Action is a proper class action, for settlement purposes only, and hereby certifies the Action as a class action under Rules 23(a) and (b)(1) and/or (b)(2) on behalf of the following non-opt-out class (the "Settlement Class"):

> any and all record holders and beneficial holders of Meadowbrook common stock (excluding Defendants, their immediate families and their affiliates) for the period from and including December 30, 2014, through and including July 7, 2015 (the effective date of the Merger) (such period being the "Class Period"), including any and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, heirs, assigns or transferees,

immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors and successors and assigns.

5. Specifically, the Court finds, for the sole purpose of settlement, that: (a) the Settlement Class is so numerous that joinder of all members is impracticable, thus Rule 23(a)(1) is satisfied; (b) there are questions of fact or law common to the Settlement Class, thus Rule 23(a)(2) is satisfied; (c) the claims of Chaile Steinberg, Gabby Klein, and David Raul, the conditionally certified Class Representatives, are typical of the claims of the Settlement Class, thus Rule 23(a)(3) is satisfied; (d) Plaintiffs and their counsel have and will fairly and adequately protect the interests of the Settlement Class, thus Rule 23(a)(4) is satisfied; and (e) in accordance with Rule 23(b)(1), a class action provides a fair and efficient method for adjudication of the controversy because the prosecution of separate actions by individual members of the Settlement Class would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and/or, as a practical matter, the disposition of the Action will influence the disposition of any pending or future identical cases brought by other members of the Settlement Class; and/or (f) in accordance with Rule 23(b)(2), the Action alleges that Defendant acted or refused to act on grounds that apply generally to the Settlement Class, so that final injunctive relief is appropriate respecting the Settlement Class as a whole.

6. The Court hereby certifies, for settlement purposes only, Plaintiffs Steinberg, Klein, and Raul as Class Representatives, and their counsel, Robbins Arroyo LLP ("Robbins Arroyo") and Morgan & Morgan, P.C. ("Morgan & Morgan"), as Class Counsel.

7. The Court approves the Stipulation and the Settlement set forth therein as fair, reasonable, adequate, and in the best interests of Plaintiffs and the other members of the Settlement Class. The Stipulation and the terms of the Settlement as described in the Stipulation are hereby approved in their entirety. The Parties to the Stipulation are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation.

8. The Action and all of the claims alleged therein are hereby dismissed on the merits with prejudice as to all Defendants as against Plaintiffs and all members of the Settlement Class, with no costs awarded to any Party expect as provided herein.

9. Upon entry of the Judgment, the Releasing Persons shall be deemed to have fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice, completely, individually, and collectively, the Settled Claims (including Unknown Claims) against the Released Persons and shall forever be enjoined from prosecuting such claims; provided, however, that such release shall not affect any claims to enforce the terms of the Stipulation or the

Settlement. Upon entry of the Judgment, each member of the Settlement Class shall further covenant not to sue and shall be deemed barred from suing, any Released Person for any Settled Claim.

(a) "Released Persons" means (i) the Defendants; (ii) each of the Defendants' respective past and/or present affiliates, subsidiaries, parents, general partners, limited partners and any Person in which any Defendant has or had a controlling interest (the "Defendant Party Releasees," and together with the Defendants, the "Defendant Releasees"); and (iii) each of the Defendant Releasees' past and/or present family members, heirs, principals, trustees, executors, administrators, predecessors, successors, assigns, members, parents, subsidiaries, employees, officers, managers, directors, partners, limited partners, agents, investment bankers, attorneys, representatives, estates, divisions, financial advisors, estate managers, assigns, insurers and reinsurers

(b) "Releasing Persons" means each and every one of the Plaintiffs and each and every other Settlement Class member, on behalf of themselves and each and all of their respective successors in interest, predecessors, representatives, trustees, executors, administrators, agents, heirs, estates, assigns, or transferees, immediate and remote, and any other person who has the right, ability, standing or capacity to assert, prosecute or maintain on behalf of any Settlement Class member any of the Settled Claims (or to obtain the proceeds of any recovery therefrom), whether in whole or in part.

(c) "Settled Claims" means (i) any and all claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, interests, debts, expenses, charges, rights, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature and description whatsoever; (ii) whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, perfected or not perfected, choate or inchoate, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, ripened or unripened, including any Unknown Claims (as defined herein); (iii) whether at law or equity, whether based on or arising under state, local, foreign, federal, statutory, regulatory, common or other law or rule and upon any legal theory (including but not limited to any claims arising under the federal securities laws, including any claims arising under Section 14 of the Securities Exchange Act of 1934 or any claims that could be asserted derivatively on behalf of Meadowbrook), no matter how asserted; (iv) that previously existed, currently exist, or that exist as of the date of the approval of the Settlement by the Court; (v) that were or that could have been asserted by the Releasing Persons against any or all of the Released Persons, in any federal or state court, or in any other court, tribunal, arbitration, proceeding, administrative agency or other forum in the United States or elsewhere that arise out of or relate to its/her/his ownership of Meadowbrook common stock, its/her/his status as a Meadowbrook stockholder, or its/her/his Meadowbrook holdings during the Class Period; and (vi) that are based upon, arise out of, relate in any way to, concern or involve, in whole or in part, any of the following: (A) the Merger, (B) the Merger Agreement, (C) any actions, deliberations, negotiations, conduct or financial advisory services in connection with the Merger, including the process of deliberation or negotiation, by each of Meadowbrook and Fosun and any and all of their respective officers, directors, employees, representatives or advisors, (D) the consideration received by the Settlement Class in connection with the Merger, (E) the Preliminary Proxy and the Definitive Proxy as well as any other disclosures, public filings, periodic reports, press releases, amendments, information statements, solicitation materials, notifications or other statements issued, made available, propounded, disseminated, published or filed relating to or discussing, in whole or in part, the Merger, (F) any fiduciary obligations of any of the Defendants in connection with the Merger or the Merger Agreement, including the negotiation and consideration of the Merger or any disclosures related thereto, (G) any actual or potential conflicts of interest by any Defendant or any of the Defendants' advisors, and/or (H) any other facts, matters, occurrences, conduct, allegations, representations, omissions, transactions, actions, things or causes whatsoever, or any series thereof, that were alleged, asserted, raised, made, set forth, claimed, embraced, involved in, related to, or referred to, in whole or in part, in the Action; provided, however, that the Settled Claims shall not include (x) any claims to enforce the Settlement, (y) any claims to enforce a final order and judgment entered by the Court, or (z) any properly perfected claims for appraisal pursuant to the Merger Agreement and Michigan Law.

(d) "Unknown Claims" means any claim with respect to the subject matter of the Settled Claims that the Releasing Persons (as defined herein) do not know or suspect to exist at the time of the release and that, if known, might have affected the decision to enter into the release ("Unknown Claims"). The Releasing Persons shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, that governs or limits a person's release of Unknown Claims. The Releasing Persons shall be deemed to relinquish, to the full extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Persons also shall be deemed to waive any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, that is similar, comparable or equivalent to California Civil Code § 1542. Plaintiffs, for themselves and on behalf of the Settlement Class, acknowledge that members of the Settlement Class and/or other Meadowbrook stockholders may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but that it is their intention, as Plaintiffs and on behalf of the Settlement Class, to fully, finally and forever settle and release any and all claims released hereby known or unknown, suspected or unsuspected, that now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery or existence of such additional or different facts.

10. Upon entry of the Judgment, each of the Released Persons shall be deemed to have released Plaintiffs, the Settlement Class members, and Plaintiffs' counsel from any and all claims, allegations, complaints, liabilities, or sanctions of any nature whatsoever arising out of or relating to their investigation, preparation, filing, prosecution, resolution and/or settlement of the Action, and shall be deemed to covenant not to assert such released claims, allegations, complaints, liabilities or sanctions in any form or forum whatsoever (collectively, the "Settled Defendants' Claims"); provided, however, that the release shall not include the right of the Defendants to enforce the terms of the Settlement or the Settlement Agreement. The release extends to Settled Defendants' Claims that the Released Persons do not know or suspect to exist at the time of the release and that, if known, might have affected the decision to enter into the release.

11. Neither the Memorandum of Understanding ("MOU"), the Stipulation, this Judgment, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement shall be deemed a presumption, concession or an admission by any Defendant of any fault, liability, or wrongdoing as to any facts or claims alleged or asserted in the Action, or any other actions or proceedings, and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in the Action, or in any other action or proceeding, whether civil, criminal, or

administrative, except in connection with any proceeding to enforce the terms of the Settlement. The Released Persons may file this Judgment and/or the Stipulation in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. After consideration of Plaintiffs' application for reasonable fees and reimbursement of expenses, Plaintiffs' Counsel is hereby awarded $425,000 in attorneys' fees and expenses, which amounts the Court finds to be fair and reasonable. This amount shall be paid pursuant to the provisions of the Stipulation. Neither counsel representing Plaintiffs in the Action nor Plaintiffs shall make any further or additional application for attorneys' fees and expenses in connection with the Action to the Court or any other court, except as contemplated by the Stipulation.

13. The Class Action Fairness Act ("CAFA") Notice has been given to the relevant public officials; proof of the mailing of the CAFA Notice was filed with the Court; and full opportunity to be heard has been offered to all recipients of the CAFA Notice. The CAFA Notice is hereby determined to have been given in compliance with each of the requirements of 28 U.S.C. § 1715.

14. Without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

15. If the Effective Date does not occur for any reason, the Settlement and the Stipulation and all orders entered and releases delivered in connection herewith (except for Paragraph 11 hereof and Paragraphs 5.2, 6.1, 6.2, 6.3, 6.4, 7.4, 7.13, and 7.15 of the Stipulation, which shall survive any such termination or vacatur), shall be null and void and of no force and effect if the Effective Date does not occur for any reason. In such event, the Parties shall return to their respective litigation positions in the Action as of the time immediately prior to the date of the execution of the MOU, as though it were never executed or agreed to, and the MOU and the Stipulation shall not: (a) in any way be deemed to prejudice in any respect the positions of the Parties in the Action; (b) be used, referred to or cited in any way in the Action or any other litigation or proceedings other than to enforce the Stipulation or MOU; and/or (c) entitle any party to the recovery of costs and expenses to implement the Stipulation or MOU.

16. Without affecting the finality of this Judgment in any way, this Court reserves jurisdiction over all matters relating to the administration, consummation, and enforcement of the Settlement and this Judgment.

17. The Clerk of the Court is directed to enter and docket this Judgment.

IT IS SO ORDERED.

Date: April 7, 2016

s/John Corbett O'Meara
United States District Judge